

# TRADEMARK LICENSE AGREEMENT

between

**DSM Nutritional Products AG**, Wurmisweg 576, 4303 Kaiseraugst, Switzerland  
(hereinafter "DSM")

and

**IAF NETWORK SRL**, VIA FLERO 46, 25125, Brescia, Italy  
(hereinafter "User")

WHEREAS, DSM has the right to use and sublicense the Trademark resVida™ (as hereinafter defined) in connection with the marketing, distribution and sale of resveratrol (the "Product") for use in dietary supplements ("User's products") in the Territories listed in Appendix 1 to this Agreement; and

WHEREAS, User purchases the Product from DSM for further formulation in User's products; and

WHEREAS, subject to the conditions and provisions of the Agreement, User desires to use the Trademark in the Territories in connection with the sale and promotion of User's products which contain the Product;

NOW, THEREFORE, in consideration of the covenants, terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties have agreed as follows:

1. Subject to the conditions and provisions of the Agreement, DSM grants and User accepts a nonexclusive, limited right to use the Trademark solely on or in connection with User's products which contain the Product in the Territories.
2. User agrees that it will use the Trademark only (1) on or in connection with User's products which contain the Product and (2) if the conditions for use as set forth in the resVida® "Product Trademark Guidelines" as detailed in Appendix 2 are met. For the avoidance of doubt all resveratrol contained in User's products is sourced from DSM or a DSM approved source.
3. In all packaging, labeling, advertising, promotional or other materials, the Trademark shall be identified as a registered Trademark with the symbol "®" or as a Trademark with the symbol ™, as the case may be for User's products which are sold or offered for sale in the Territories. User shall identify its products which contain the Product as follows: **"resVida™ is a trademark of DSM."** No other use of DSM Nutritional Products or DSM is permitted.
4. User shall furnish to DSM upon request samples of any User product in connection with the Trademark used. If DSM determines that any such samples does not contain the Product, DSM will so notify User and User shall immediately desist from using the Trademark in connection with such User product.
5. User agrees that User has no rights to the Trademark except for the rights set forth herein. User agrees that User's right to use the Trademark shall immediately cease upon (i) the termination of this Agreement; (ii) User's breach of any agreement with DSM; (iii) User's breach of any term, covenant or undertaking required to be performed by User under the terms of this Agreement; or (iv) User being adjudicated bankrupt, or a receiver is appointed for User or User's assets and such receiver is not removed within thirty days. Upon the expiration of this Agreement, or upon its earlier termination, User shall no longer use, in any manner whatsoever, the Trademark or any trade name, trademark, design, device or any other thing that is likely to be confused with the Trademark. In addition, User shall no longer use, in any manner whatsoever, DSM or DSM Nutritional Products.
6. User agrees to secure the prior written approval of DSM of any and all of User's packaging, labeling, advertising, promotional or other materials which contain, bear, display or employs the Trademark, directly or indirectly.
7. All packaging, labeling, advertising, promotional or other materials on which the Trademark are used shall bear the name and address of the User.

8. User shall comply with all applicable governmental statutes, regulations or directives with respect to its use of the Trademark. User shall not use, alter, modify, dilute or otherwise misuse the Trademark in a manner which would be considered deceptive or would bring the Trademark, DSM Nutritional Products or any member of the DSM Group into disrepute. User agrees that at no time (either while this Agreement is in effect or thereafter) will User claim any ownership, registration or other rights in the Trademark nor will User contest, directly or indirectly, the ownership or registrations of the Trademark. User agrees not to challenge or induce third parties to challenge the validity of the Trademark. User also agrees not to use, register or license any name or Trademark which could cause confusion with the Trademark or otherwise jeopardize its validity. User further agrees not to sublicense the Trademark without DSM's express prior written consent. Additionally, User agrees that all steps for defending rights to the Trademark shall be DSM's responsibility and all costs related thereto shall be borne by DSM. User also agrees to inform DSM without delay of any infringement, imitation or license request by third parties which may come to its attention with respect to the Trademark. It is further agreed that User shall use its best efforts to give DSM any assistance as DSM may require in defending its rights to the Trademark.

9. User shall promptly comply with all requests by DSM of copies or originals of any or all reports, materials or documents relating to the use of the Trademark within the possession or control of User including, without limitation: (i) specimens of representative packaging, labeling, informational, advertising, promotional or other materials bearing or displaying the Trademark and (ii) copies of files or records maintained by User. User shall not engage in any activity under or in connection with the Trademark if such activity has been objected to by DSM. Without prejudice to the generality of the foregoing, User shall not offer for sale or sell under or in connection with the Trademark any goods or products which DSM has objected to as not adhering to the provisions, conditions or terms set forth in this Agreement. User shall cooperate in all respects, as required by DSM, with regard to any action which DSM deems advisable either to protect DSM's or any other party's rights in the Trademark or to contest a claim by a third party that the use of any of the Trademark infringes or otherwise violates any rights of any nature of said third party.

10. This Agreement, and the rights of User, are not assignable or transferable by User in any fashion.

11. This Agreement confirms and sets forth all the terms and conditions of any prior agreement between the parties and is the entire agreement between the parties concerning the rights in and to the use of the Trademark and cannot be changed or modified except by a written agreement executed by a duly authorized officer or person of each party hereto.

12. User recognizes that DSM will suffer irreparable damages if User breaches this Agreement or any portion thereof and, accordingly, User agrees that DSM may enjoin such act as well as pursue any other remedies available at law.

13. Nothing in this Agreement is or shall be construed as:

(a) A warranty or representation by DSM Nutritional Products as to the validity or scope of any Trademark;

(b) A warranty or representation that anything made, used, sold, or otherwise disposed of under any license granted in this Agreement is or will be free from infringement of Trademarks, copyrights and other rights of third parties;

(c) Granting by implication, estoppel, or otherwise any licenses under Trademarks of DSM Nutritional Products or any member of the DSM Group or other persons other than the Trademark as set forth herein.

14. Except as expressly set forth in this Agreement, DSM makes no representations and extends no warranties of any kind, either express or implied. There are no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of the Trademark will not infringe any copyright, Trademark or other rights.

15. User acknowledges the value of goodwill associated with the Trademark and agrees that DSM is the sole owner of such goodwill. User agrees that User will not apply for registration or otherwise seek to obtain ownership of any Trademark anywhere in the world, nor will User act in any manner or contribute in

any way to actions or activities that would adversely affect the value of the goodwill associated with the Trademark.

16. All notices, consents, requests, instructions, approvals and other communication provided for herein and all legal process in regard hereto shall be validly given, made or served, if in writing, and delivered personally or sent by registered or certified air mail, postage prepaid, or federal express or similar service to the parties at their addresses set forth above or to such person to be specifically named hereinafter by the parties.

17. This Agreement enters into effect upon signature of the parties and shall remain effective until December 31, 2022 unless terminated earlier. This Agreement may be terminated by either party by (i) giving the other party six (6) months written notice of termination for any reason or (ii) giving the other party written notice with immediate effect if the other party, after given written notice of breach of the agreement by the terminating party, fails to cure such breach within one (1) month after receiving such written notice of breach from the terminating party. Upon termination of this Agreement, for whatever reason, all rights granted hereunder shall expire without any indemnity being due to User.

18. A waiver by either party of any term or condition in this Agreement in one instance shall not be deemed or construed to be a waiver of such term or condition in the future, or of any subsequent breach hereof, whether of the same or of a different nature. Any waiver must be in writing and signed by a duly authorized officer of DSM.

19. This Agreement shall be construed and interpreted in accordance with the laws of Switzerland. Any controversies which cannot be settled amicably between the parties should be brought before the competent courts of Basel-Stadt.

20. If any provision of this Agreement is held to be wholly or partially invalid, illegal or unenforceable, this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below.

**DSM Nutritional Products AG**

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**IAF NETWORK SRL**

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX 1

### Territories

Czech Republic, Poland, Serbia, Slovakia, Slovenia

### Trademark as used on packaging and/or point of sale material



resVida™ is a trademark of DSM.

### Trademark Applications/Registrations

Trademark	Countries	Classes/Goods	Appl. No./ Reg. No.	Marking
RESVIDA (word)	Czech Republic	01, 05, 29, 30, 32	908936	®
RESVIDA (word)	Poland	01, 05, 29, 30, 32	908936	®
RESVIDA (word)	Serbia	01, 05, 29, 30, 32	908936	™
RESVIDA (word)	Slovakia	01, 05, 29, 30, 32	908936	™
RESVIDA (word)	Slovenia	01, 05, 29, 30, 32	908936	™

### Name of User's products (containing the Product)

RESVERATROLO 60 CPS YAMAMOTO RESEARCH



Product Trademark Guidelines

resVida®

Version: February 2012

### Introduction

These guidelines are in addition to the existing branding guidelines available from the DSM Brand Center.

With these guidelines, we seek to ensure that all communications are consistent in the use of the DSM brand identity and visual characteristics that distinguish resVida® as a DSM Product.

All reproductions and/or use of resVida® must strictly comply with these guidelines.

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HEALTH · NUTRITION · MATERIALS







## Logotype



This is the full color resVida® logotype. The individual elements including the ® (or ™) should never be separated or the proportions changed. Only the master logotype files should be used (see page 4 for details).

## Colors

There are two colors in the resVida® logotype:

	DSM plum:	Pantone: 249 CMYK: C 44 M 95 Y 7 K 32 RGB: R 123 G 31 B 98
	DSM dark green:	Pantone: 3415 CMYK: C 98 M 10 Y 84 K 18 RGB: R 0 G 126 B 75

## Exclusion zone



The logotype must always be surrounded by an area that is entirely clear of any other graphic devices – be they images, patterns or typography. This area is equal to half the height of the letter 'r' in the logotype.

## Size



The minimum size that the logotype can be reproduced at is 12mm wide. There is no restriction on the maximum reproduction size.

We have developed a fixed system for the relationship between the DSM Master Logo and the Product Logos. It works both online and in print. There are three ways to align the Product Logo to the DSM Master Logo: in this case box 2. It is the space from the heart of the DSM Brand Motif plus the full width of the DSM Brand Promise as illustrated opposite.





## Versions



There are three logotype variants: full color version, black version and white version. The full color version should be the first and primary option. The black version should only be used on black-only printed materials. The white version should be used on dark-colored or photographic backgrounds only.

The resVida® logos are never to be altered, distorted or misrepresented and never used with or as part of any other symbol. Always reproduce the resVida® logos from the approved master electronic artwork. See page 4 for information on which version to use in your market.

## Examples of logotype in use



Brochure





## Trademark and licensing information

All trademarks must be identified on packaging and associated materials with the ® symbol, if registered, or the ™ symbol, if unregistered, as the case may be in the country where DSM's or DSM Licensee's products are sold. Following registration in that country ™ should be changed to ®. On DSM Licensee's product packaging the appropriately marked ownership statement must appear: "resVida[™ or ®] is a trademark of DSM".

The ® marking adjacent a trademark signifies a formal registration in the country in which the product is being sold. **Incorrectly marking a trademark as ® carries legal risk and in some countries it is a criminal offence.**

On exported products where trademarks are applied on packaging, trademarks can bear the ® marking of the exporting country if it applies, but ONLY if the exported product in its original packaging ends with the customer first to receive it in that country. If the product is redistributed within the country to which it has been exported and the trademark appears on the packaging, whether original packaging or another, the trademark marking must reflect the trademark status in that country for the product it represents (DSM original form and/or end product form).

The use of any of DSM's product trademarks by third parties is subject to a written Trademark License Agreement from DSM Nutritional Products AG, Kaiseraugst, Switzerland. Use of DSM corporate logo, DSM or DSM Nutritional Products by third parties on packaging is strictly prohibited.

## Use of trademark within text

A trademark should always be used in a manner which distinguishes it from the surrounding text. In addition:

- never use the resVida® logo within text
- resVida® should always be written in all lowercase letters except the V which should be capitalized
- resVida® should always be written as one word and never with a hyphen
- the appropriate ™ or ® should always appear following the trademark
- the trademark ownership statement must appear as a footnote "resVida[™ or ®] is a trademark of DSM".

## Use of trademark on websites

The use of any of DSM's product trademarks by third parties on websites is subject to inclusion in a written Trademark License Agreement from DSM Nutritional Products AG, Kaiseraugst, Switzerland. The same terms and conditions apply to websites as contained in these guidelines for packaging, material and in text. In addition:

- the appropriate ™ or ® should always appear following the trademark
- the trademark ownership statement "resVida[™ or ®] is a trademark of DSM" must clearly appear on the website.

## Contact information

To verify whether to use the ® or ™ version of a trademark please contact [info.tmstatus@dsm.com](mailto:info.tmstatus@dsm.com)

For more information please contact Bruno Baudoin, [bruno.baudoin@dsm.com](mailto:bruno.baudoin@dsm.com), tel. +41 61 815 7234